

DOMESTIC TARIFF #1

Rules, rates and charges

Applicable to the non-scheduled transportation of
Passengers and Baggage or Cargo
Between points in Canada

Issued by

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GOOSE FLYING CORPORATION
trading as GOOSE FLYING SERVICE

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Amendment Record

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Abbreviations & References

ATR.....	Air Transportation Regulations
APPR.....	Air Passenger Protection Regulations
CTA.....	Canadian Transportation Agency
Cont'd.....	Continued
\$.....	Dollar(s)
CAD.....	Canadian
N/A.....	Not Applicable
No.....	Number

Rule 1. Definitions

In this tariff, the following words shall have meanings as set out below:

“Baggage” means luggage or such articles, effects or other personal property of a passenger or passengers as are necessary or appropriate for wear, use, comfort or convenience in connection with the flight.

“Canada” means the ten provinces of Canada, the Yukon Territory, the Districts and Islands comprising the Northwest Territories of Canada and Nunavut.

“Carrier” means the legal entity of Goose Flying Corporation

“Live Flight” means the movement of an aircraft with payload from the point of take-off to the first point of landing thereafter (intermediate technical or fuel stops excepted).

“Charterer” means a person, firm, corporation, association, partnership or other legal entity who contracts for the transportation of passengers and baggage, or goods and/or property from a specified origin to a specified destination, for a particular itinerary, agreed upon in advance.

“Destination” means the point to which the passengers or goods to be transported on a flight are bound.

“Ferry Flight” means the movement of an aircraft without payload to position the aircraft to perform a flight or upon completion of a flight to position the aircraft to a point required by the carrier.

“Goods / Freight” means anything that can be transported by air including animals.

“Origin” means the point from which a flight commences with payload to be transported.

“Passenger” means a person, other than a member of the air crew who uses the air carrier’s domestic service by boarding the air carrier’s aircraft pursuant to a valid contract.

“Traffic” means any passengers or goods that are transported by air.

“Shipper / Consignee” means any person, firm, corporation, association, partnership or other legal entity who delivers freight/goods to the carrier for transportation to a destination.

“Unruly Passenger” means a passenger who fails to respect the rules of conduct at point of departure or on board an aircraft or to follow the instructions of the air operator staff or crew members and thereby disturbs the good order and discipline at the point of departure or on board the aircraft.

“Weather Advisory” means weather conditions are unfavorable and there is a high likelihood the flight will turn around returning to the point of departure or divert to an alternate airport.

Rule 2. Application of Tariff

- (1) This tariff is applicable to the transportation of passengers and their baggage or goods/freight using aircraft operated by **GOOSE FLYING SERVICE**
- (2) An air service will be furnished under the terms of this tariff only after an appropriate written air transportation contract, in the form prescribed by **GOOSE FLYING SERVICE**, is executed by the charterer and the carrier.
- (3) Air transportation shall be subject to the rules, rates and charges published or referred to in this tariff in effect, by virtue of the effective date on each page, on the date of signing of the air transportation contract.
- (4) The contents of this tariff shall form part of the air transportation contract between the carrier and the charterer and in the event of any conflict between this tariff and the contract this tariff shall prevail.
- (5) The carrier is not bound by the obligations of a small or large carrier with respect to sections 2 to 24 of the [Air Passenger Protection Regulations \(APPR\)](#) in accordance with Section 4 of the APPR.

Rule 3. Currency

Rates and charges are published in the lawful currency of Canada. Where payment is made in any currency other than Canadian, such payment shall be the equivalent of the Canadian dollar amounts published in this tariff on the basis of local banker's rates of exchange as calculated on the date of signing the air transportation contract.

Rule 4. Mileage Determination

For the purpose of computing rates and charges herein, the mileage to be used, including both live and ferry (if any) mileage, will be the shortest mileage (in statute miles) covering the actual airport to airport great circle distance of the agreed flight or flights, using the following sources listed below:

- 1) ForeFlight LLC (www.foreflight.com)
- 2) Canadian VFR Navigation Chart (VNC) published by NAVCANADA.

Rule 5. Computation of Charges

The total price payable by the party contracting for the use of an aircraft shall be the following:

- 1) An amount determined by multiplying the distance travelled by the aircraft determined in accordance with Rule 4 herein, times the applicable air transportation rate per mile, shown in Table B, or, where distances cannot be measured, the rate per hour or fraction thereof of the flight(s), times the applicable rate per hour shown in Table B, provided that the charge for the flight shall not be lower than the minimum charge per flight shown in Table B.
- 2) An amount obtained by multiplying the distance of the ferry flight(s), if any, determined in accordance with Rule 4 herein times the applicable ferry rate per mile shown in Table B, or, where distances cannot be measured, times the applicable ferry rate per hour shown in Table B, provided that the charge per ferry flight shall not be lower than the minimum charge indicated in Table B.
- 3) An amount obtained from Point to Point Rates published in Table A.
- 4) An Administration Fee of \$50 is charged once per flight charter or invoice.
- 5) Fuel and/or oil consumed in the performance of a contract shall be charged in the amount by which the cost per gallon/litre to the carrier in Canadian currency exceeds \$0.00 CAD.
- 6) Charges for goods carried outside the aircraft as external loads are indicated in Table B2.
- 7) Charges for goods/freight/cargo carried inside the aircraft where the Shipper/Consignee is not the Charterer are indicated in Table B2.
- 8) Due to the inability to foresee actual cost, the following charges will be established at the time that the contract is signed:
 - a. Loading/unloading of the aircraft
 - b. All charges or expenses incurred by the carrier to cover the cost of accommodation, meals, and ground transportation for the air crew whenever the nature of the service to be provided requires said air crew to live away from the place at which it is normally based.
 - c. Charges for storage
 - d. The actual cost of all passenger and/or goods handling charges incurred by the carrier at an airport other than the carrier's base.

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- e. The actual cost of any special or accessorial services performed or provided on request.
- 9) Layover charges, if any, as set forth in Table B1, will be assessed by the carrier for holding the aircraft on request at any point on the route in excess of the free waiting time.
- 10) Landing charges are not charged at the carrier's home airport. Landing charges incurred at other destinations will be charged out to the customer at the same cost as invoiced by the applicable airport authority.
- 11) Taxiing charges, if any, for the time required to transport passengers and baggage or goods by taxiing from point to point on the surface calculated by multiplying the time required by the rates and charges per hour shown in Table B.
- 12) Valuation charges, if any, in accordance with Rules 11 & 12.
- 13) Baggage and goods/cargo valued in excess of liability limits stated in Rules 11 & 12 must be self-insured.
- 14) Docking charges and port passenger fees.
- 15) Minimum Usage Charges; when an aircraft is chartered and required to be reserved for the exclusive use of the charterer and/or be away from one of the carrier's base of operations for eight (8) or more hours during regular daylight hours on any individual day a minimum daily usage is required. Minimums are set forth in Table B3. Minimums are averaged over the length of the contract for multi-day contracts.

Rule 6. Conditions of Carriage

The operation of a domestic service is governed by the Canada Transportation Act (CTA), the Air Transportation Regulations (ATR) and the Aeronautics Act and associated regulations.

1) Acceptance of Children

- a. Children under 12 years of age are accepted for transportation when accompanied on the same flight and in the same compartment by a passenger at least 12 years of age.
- b. Ages 6 to 11 inclusive will be carried unaccompanied on flights providing: the child is brought to the airport by a parent or responsible adult; the child has satisfactory evidence establishing his/her age on the date of commencement of carriage; the child possesses written information showing the name and address of the responsible adult meeting the child at destination; and prior to releasing custody of an unaccompanied child, the agent will obtain positive identification of the responsible party meeting the child and the signature of the said party.
- c. The carrier will not assume any financial or guardianship responsibility for unaccompanied children beyond those applicable to an adult passenger.

2) Exemption from Liability

Subject to the limits of liability contained in this tariff the carrier will be exempted from liability due to any failure to perform any of its obligations under the carrier's charter agreement arising from:

- a. Labour disputes or strikes, whether of the carrier's employees or of others upon whom the carrier relies for the fulfilment of the flight agreement, and;
- b. **"Force Majeure"**, or any other causes not attributable to the wilful misconduct of the carrier including accidents to, or failure of aircraft or any part thereof, of any machinery or apparatus used in connection therewith. Refusal of a government or public body, on whatever grounds, to grant the carrier any clearance, licence, right or other permission necessary for the performance of the carrier's operation is deemed to be included in the term "Force Majeure". Provided, always, that in the event of such failure, the carrier will use its best efforts to fulfil its obligations including the provision of alternate means of transport.

3) Medical Clearance

The carrier reserves the right to require a medical clearance from the Company Medical Authorities if travel involves any unusual risk or hazard to the passenger or to other persons (including, in cases of pregnant passengers, unborn, children).

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4) Refusal to Transport

- a. The carrier will refuse transport to any person/goods when:
 - Such action is necessary for reasons of safety
 - Such action is necessary to prevent violation of any applicable law, regulation or order of any country or possession to be flown over.
- b. The carrier will refuse to transport, or will remove at any point, any passenger whose actions or inactions prove to the carrier that his/her mental or physical condition is such as to render him/her incapable of caring for himself/herself without assistance, unless he/she is accompanied by an attendant who will be responsible for caring for him/her enroute and, with the care of such an attendant, he/she will not require attention or assistance from employees of the carrier beyond the service normally provided by the carrier. See Carriage of Persons with Disabilities, Rule 7, Acceptance of Declaration of Self-reliance.

5) Schedule / Delays

The carrier shall use its best efforts to carry the passengers and baggage with reasonable dispatch. Times shown in charter contracts or elsewhere are not guaranteed and are in no form a guaranteed schedule. Flight times are subject to change without notice.

6) Space and weight limitations

Passenger and baggage or goods will be carried within space and weight limitations of the aircraft.

Rule 7. Carriage of Persons with Disabilities

The following provisions reflect those contained in the Canadian Transportation Agency (the Agency) Guidelines on Services to be Provided to Persons with Disabilities Travelling on Small Aircraft which set out the Agency's expectations in terms of the minimum service that is to be provided by air carriers using small aircraft (up to 29 passengers seats). These provisions are available on the internet at: <http://www.otc-cta.gc.ca>.

a. Acceptance for Carriage

The carrier will make every effort to accommodate a person with a disability and will not refuse to transport a person solely based on his/her disability. In the event of a refusal, the carrier will offer to provide a written explanation to the person for the decision to refuse carriage within 10 calendar days of the refusal.

b. Acceptance of Declaration of Self-reliance

Except for safety-related matters governed by Transport Canada, the carrier will accept the determination made by or on behalf of a person with a disability that the person is self-reliant and does not require services of a personal nature during a flight, such as assistance with eating, personal hygiene, using washroom facilities or taking medication.

c. Acceptance of Mobility Aids

(1) The carrier will carry as priority baggage, in the cabin where possible, the following mobility aids:

- (a) a wheelchair (except when aircraft design does not permit carriage of the mobility aid);
- (b) a walker, a cane, crutches or braces;
- (c) a device to facilitate communication; and/or
- (d) any prosthesis or small medical device.

Where possible, the carrier will allow persons with disabilities to retain any items outlined in (b), (c), or (d) at their seat.

(2) Where the aircraft design does not permit the carriage of the aid, the carrier will advise the person with a disability of alternate transportation arrangements that the person may make to transport the aid, or to travel with the aid.

(3) Providing the aircraft can carry the aid, the carrier will:

- (a) disassemble and package, where necessary, the aid for transportation and assemble the aid upon arrival; and
- (b) return the aid promptly upon arrival.

(4) Where the facilities, the tarmac, and the weather conditions permit, the carrier will allow a manually-operated wheelchair to be used to reach:

- (a) the boarding gate;
- (b) the stairs of the aircraft; or
- (c) the door of the aircraft (for aircraft accessible via a boarding system).

d. Acceptance of Service Animals

The carrier will accept for transportation, a service animal required to assist a person with a disability provided the animal is properly harnessed and certified in writing, as being trained by a professional service animal institution. The carrier will permit the service animal to accompany the person with a disability on-board and to remain on the floor at the passenger's seat or, where there is insufficient floor space at the passenger's seat, to remain on the floor in an area where the person can still exercise control over the animal. The carrier will avoid separating persons with disabilities from their service animal.

e. Accessible Seating

The carrier will provide the person with a disability with the most accessible seat on the aircraft. The carrier will consult the person to determine which seat is the most accessible to meet specific disability-related needs.

f. Services to be provided

At time of reservation:

When a person identifies himself/herself as a person with a disability, the carrier will:

- (1) describe the type of equipment and services available to accommodate persons with disabilities;
- (2) discuss both the level of accessibility and the limitations of the aircraft, the tarmac, the facilities and the availability of boarding equipment for the available services to accommodate that person's disability-related needs; and
- (3) note, and offer to confirm in writing, services to be provided as soon as possible after the reservation has been made and before the flight.

At the time of travel:

- (1) Where a request for a service is made in advance of travel, the assistance provided by the carrier will include: ...
 - (a) assistance at check-in;
 - (b) assistance to reach the boarding area;
 - (c) assistance to board and deplane;
 - (d) assistance with baggage;
 - (e) assistance to transfer to/from a mobility aid;
 - (f) assistance to transfer to/from a passenger seat;
 - (g) inquiring, from time to time after check-in, about the needs of a person who is not independently mobile and attending to those needs when the services required are usually provided by the carrier;
 - (h) limited assistance with beverages and snacks – such as opening packages and identifying items;
 - (i) assistance to proceed to the general public area or to a representative of another carrier;
 - (j) any additional service to accommodate a person's disability related needs.
- (2) If the request for these services is not made in advance of travel, the carrier will make every effort to provide the service.

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When boarding and deplaning:

The carrier will board and deplane persons with disabilities using specialized equipment whenever possible. As a last recourse, a person may be carried by hand to enplane and deplane if the following applies:

- (1) Restrictions inherent to the aircraft or the tarmac prevent the use of any other boarding/deplaning method;
- (2) the person agrees to be hand-carried; and
- (3) this can be done safely.

g. Liability of Carrier Respecting Mobility Aids

Where a carrier has transported a person's mobility aid, and the aid is damaged during flight or is unavailable at destination, the carrier will:

- (1) provide the person with a suitable replacement aid;
- (2) if the carrier cannot promptly provide a suitable replacement aid, assist the person in finding a suitable temporary replacement; and
- (3) if a suitable replacement aid is not available within a reasonable amount of time, make every effort to find, with the person, an equitable resolution to the situation.

h. Administration

- (1) where the air carrier has facilities to do so, indicate in the record of a person's reservation any services that the air carrier will provide to the person;
- (2) provide a person with a written confirmation of the services that the air carrier will provide to the person;
- (3) transmit the information referred to in paragraph (1) to the appropriate personnel of the air carrier and where a person is changing to a flight of another carrier, to the appropriate personnel of that other air carrier at any transfer point indicated on the person's ticket and at the person's final destination; and
- (4) make reasonable efforts to inform the air carrier's agents of the requirements set out in paragraphs (1), (2) and (3).

Rule 8. Acceptance of Baggage, Freight or Goods

- 1) All baggage or goods presented for transportation is/are subject to inspection by the carrier.
- 2) Freight charges will apply in accordance with Table B2 where the Shipper/Consignee is not the Charterer.
- 3) Articles of baggage or goods/freight will not be carried when such articles are likely to endanger the aircraft, persons or property, are likely to be damaged by air carriage, are unsuitably packed, or the carriage of which would violate any applicable Canadian laws, regulations or orders.
- 4) If the weight, size or character of baggage or goods/freight renders such baggage or goods unsuitable for carriage on the aircraft, the carrier prior to departure of the flight, will refuse to carry such baggage or goods or any part thereof. This includes musical instruments. The following articles will be carried only with prior consent of the carrier.
 - a. Firearms of any description. Firearms for sport purposes will be carried as baggage provided the passenger possesses the required permit/licence and provided that such firearms are disassembled or packed in a suitable case. The provisions of this subparagraph do not apply to Peace Officers' prescribed sidearms or other similar weapons.
 - b. Explosives, munitions, corrosives and articles which easily ignite
 - c. Pets including dogs, and cats when properly crated may be carried in the baggage section of the aircraft cabin. Larger dogs will be permitted and placed at the pilot's discretion and in an area where the passenger can exercise control over the animal. This provision is no applicable to service animals.

Rule 9. Refunds

- 1) Application for refund shall be made to the carrier or its duly authorized agent.
- 2) Refunds processed via Credit/Debit Card will be subject to a 3% processing fee.
- 3) If a portion of the agreed transportation has been completed, refund will be the difference between the fare, rate or charge paid and the fare, rate or charge applicable to that portion of the agreed transportation completed, less any applicable cancellation charges, as specified in this tariff.

Rule 10. Limitation of Liability – Passengers

- 1) The liability of the carrier in respect of the death of, or injury to, a passenger is limited to the sum of **\$595,000**
- 2) In no cases shall the carrier's liability exceed the actual loss suffered by the passenger. All claims are subject to proof of amount of loss.
- 3) The carrier is not liable in the case of:
 - a. Any passenger whose age or mental or physical condition, including pregnancy, is such as to involve an unusual risk or hazard, for any damages sustained by that passenger that would not have been sustained but for his/her age or mental or physical condition; or
 - b. A pregnant passenger, for any damages in respect of the unborn child of that passenger.

Rule 11. Limitation of Liability – Baggage

- 1) Subject to subsection 2, the liability of the carrier in respect of loss, or damage to baggage, whether caused directly or indirectly by the act, neglect or default of the carrier or not, is limited to the sum of **\$100.00** per passenger.
N/A to mobility aids, see Rule 7.
- 2) The liability of the carrier is limited to the sum of **\$100.00** per passenger. Baggage and contents valued in excess of **\$100.00** must be self-insured.
- 3) No action shall be maintained for any loss, or partial loss of, or damage to baggage or for any delay in the carriage thereof unless notice of a claim is presented in writing to the head office of the carrier within 30 days from the date the baggage should have been delivered.
- 4) In no cases shall the carrier's liability exceed the actual loss of the passenger. All claims are subject to proof of amount of loss.
- 5) Valuation costs to be borne by the client.

Rule 12. Liability of Carrier – Cargo / Goods / Freight

- 1) Subject to subsection 2, the liability of the carrier in respect of loss of, or damage to, goods/cargo/freight, whether caused directly or indirectly by the act, neglect or default of the carrier or not, is limited to the sum of **\$1.00** per pound up to a maximum of **\$250.00**
- 2) Liability of the carrier is limited to **\$1.00** per pound, goods or cargo valued in excess of **\$1.00** per pound must be self-insured.
- 3) No action shall be maintained for any loss, or partial loss of, or damage to baggage or for any delay in the carriage thereof unless notice of a claim is presented in writing to the head office of the carrier within 30 days from the date the baggage should have been delivered.
- 4) In no cases shall the carrier's liability exceed the actual loss of the passenger. All claims are subject to proof of amount of loss.
- 5) Valuation costs to be borne by the client.

Rule 13. Substitution of Aircraft

(1) When, due to causes beyond the control of the carrier, the aircraft contracted for is unavailable at the time the air transportation commences or becomes unavailable while carrying out such transportation the carrier may furnish another aircraft of the same type or, with the consent of the party contracting for the use of the aircraft, substitute any other type of aircraft if the rates and charges for the new aircraft are the same as for the original aircraft, except as provided in paragraphs (2) and (3).

(2) When the substituted aircraft is capable of a larger payload than the original aircraft contracted, the payload carried in the substituted aircraft will not be greater than the payload which would have been available in the aircraft originally contracted, unless the party contracting for the use of the aircraft agrees to pay the rates and charges applicable to the substituted aircraft.

(3) When the maximum payload of the substituted aircraft is smaller than the maximum payload of the original aircraft contracted, charges will be based on the rates and charges applicable to the type of substituted aircraft.

**Applicable when the contract entails the use of the full capacity of the aircraft in question.*

Rule 14. Payment Requirements

- 1) Payments for a contracted flight made to any person to whom the carrier, directly or indirectly, has paid a commission or has agreed to pay a commission with respect to such flight, shall be considered payment to the carrier.
- 2) Charter flights must be paid for prior to departure unless the customer holds an approved account in good standing with the carrier. When payment cannot be made prior to departure (i.e. remote location), the charter customer may make acceptable arrangements for payment to be made immediately after services are rendered. Charter flights for customers who hold an account in good standing will be invoiced and payment will be due per the terms of the account agreement.
- 3) Payment will be accepted in the form of cash, VISA, MasterCard or certified cheques.

Rule 15. Cancellation Charges

- 1) When the cancellation is made more than 30 days prior to the *original* contracted departure date, a cancellation fee of **\$150** will be levied.
- 2) When the cancellation is made less than 30 days prior to the *original* contracted departure date, a cancellation fee of **30%** will be levied, except for floatplane tours, at which **\$150** will be levied.
- 3) When the cancellation is made less than 48 hours prior to the *original* planned departure of the first flight, a cancellation fee of **50%** of the total contract will be levied.
- 4) When the cancellation is made after the aircraft has departed on the first flight of the contract, a cancellation fee of **100%** of the total contract will be levied.
- 5) In the event the carrier is not able to safely conduct a flight due to weather or unforeseen circumstances and the carrier cancels the flight, the charterer may opt to reschedule the flight or be issued a refund in accordance with Rule 9.
- 6) If the company has issued the client a *weather advisory* and the charterer still wishes to proceed with the flight, **100%** of the total flight cost will be levied even in the event the aircraft turns around or diverts due to weather conditions enroute or at the destination.

Rule 16. Tickets

The carrier does not issues tickets. Subject to the contract between the carrier and the charterer, prior to the flight, the charterer will provide a list of all the passengers' names to the carrier.

Rule 17. Passenger Re-Routing

The carrier is not liable to any passenger when he/she misses his/her flight. In these instances, no other flight alternative is offered by the carrier to the passenger.

Rule 18. Denied Boarding Compensation

The carrier does not overbook flights, therefore, no denied boarding compensation is offered to the passenger.

The pilot-in-command shall have final decision with regard to passengers who are believed to pose a safety risk to the flight crew, other passengers or to themselves. No compensation or refund for flights or portion of flights or alternative arrangements shall be made for clients deemed “unruly”.

Rule 19. Seat Selection

The pilot-in-command of the aircraft shall determine seat selection at the time of the flight to ensure the safety of the flight crew and passengers. Carrier does not offer or charge for a seat selection service.

Table A – Point to Point Rates and Charges

The carrier does not presently have any “point to point rates”

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Table B – Per Mile/Hour Rates and Charges

Rates set out below are computed in accordance with Rule 4 and quoted in Canadian Dollars.

RATES PER MILE

AIRCRAFT TYPE	RATE PER MILE (Live)	RATE PER MILE (Ferry)	MINIMUM CHARGE (Per Flight Leg)
CESSNA 180	Call/Email for current rates		

RATES PER HOUR

AIRCRAFT TYPE	RATE PER HOUR (Live)	RATE PER HOUR (Ferry)	MINIMUM CHARGE (Per Flight Leg)
CESSNA 180	Call/Email for current rates		

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Table B1 Layover Charges

The below rates are computed in accordance with Rule 5 and quoted in Canadian Dollars.

HOLDING RATES

AIRCRAFT TYPE	FREE WAITING TIME (Minutes)	RATE PER HOUR	MAXIMUM CHARGE (Per Day)
CESSNA 180	None	Call/Email for current rates	

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Table B2 Load Charges

TYPE OF LOAD	RATE	MINIMUM CHARGE
FREIGHT / GOODS	\$2.00 / lbs	\$20.00
EXTERNAL	Call/Email for availability & rate if applicable	

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Table B3 Minimum Usage Charges

The below rates are computed in accordance with Rule 5 and quoted in Canadian Dollars.

AIRCRAFT TYPE	TIME PERIOD	MINIMUM USEAGE REQUIRED	MINIMUM USEAGE CHARGE
CESSNA 180	1 DAY	4 HOURS	Call/Email for current rates